

162. When is remediation RFP expected to be released?

Answer: The website of the remediation solicitation should be checked for information pertaining to the remediation solicitation.

163. Is it safe to say that WFT people will already have required clearances?

Answer: No. Some of the existing employees/subcontractors are not currently cleared.

164: Amendment 0002, J attachment C (2), Paducah Covered Facilities Areas, lists C-755-T20. This trailer is owned and used by Swift & Staley Mechanical Contractors, Inc.

Answer: This facility was listed in error. The solicitation will be amended.

165: To meet the proposal due date, it is becoming more important that we have a final Work Breakdown Structure. Do you have an anticipated date when the revised WBS will appear on the web site?

Answer: Amendment 2 with the revised Work Breakdown Structure has been posted.

166: Question 58 addressed the OSHA logs and safety data. It requests it by contracts performed in the last three years or currently being performed. Is this information required for only the prime? If also required for major subcontractor, please note that for large contractors with tens of programs, this is a significant amount of data. Can it be limited to the contracts included in the experience section and the corporation as a whole?

Answer: The information that is required to be submitted is a summary, by year, including: the OSHA #200 reportable statistics, the total recordable and lost workday case rate, and the insurance modifier rate. See Amendment 0002. The information is to be submitted for the offeror as well as any joint venture/LLC members and major subcontractors (over \$1 million proposed contract value per year).

167: Section C.2.V.B.1 (Paducah) states that "The Contractors shall provide preventive and corrective maintenance using a graded approach on facilities listed in Part III, Section J, Attachment "Paducah Covered Facilities Areas". In reviewing the list, we make the following observations:

- The Infrastructure Contractors will have very little responsibility for Surveillance and Maintenance (S&M)
- This means the Remediation Contractor will have most all of the S&M which would seem to distract them from the clean-up mission
- Likely, most of the Remediation Teams bidding won't have a team member experienced in Maintenance
- Most of the small businesses bidding on Infrastructure are experienced and competent primarily in maintenance work which means they will have an affiliation problem (difficult to meet the 51% rule) if little of the actual scope is actually maintenance

Shouldn't most of the Paducah DOE Building Maintenance work be done by the Infrastructure Contractor?

Answer: The remediation solicitation has not been issued and cannot be discussed at this time. The scope of work is as stated.

168: Will we be required to use PACE workers for this project or can we use people out of our building trades unions?

Answer: Offerors are required to comply with Clause H.20, all applicable collective bargaining agreements, project labor agreements, if any, and all applicable labor statutes and regulations.

169: The scope says this is a cost plus award fee contract. Will this mean our proposal will be an estimated cost plus markup, or will we be bound by our proposal like a lump sum contract, or will this be a cost plus contract?

Answer: Section B.1, Type of Contract/Items Being Acquired states (and Section C.1.I. Introduction restates) that the contract is a cost plus award fee (CPAF) contract. Section B.2(a) refers to FAR 52.216-7, Allowable Cost and Payment, which governs the reimbursability / allowability of the costs under this cost reimbursement contract. Section B.2(b) through (e) pertains to the amount of fee. Section B.2(f) pertains to the total amount of the contract which is the estimated costs in (a) plus fee in (c), (d), and (e). A cost-plus-award-fee contract is described in Federal Acquisition Regulation (FAR) 16.405-2(a) which states, in part, as follows:

"A cost-plus-award-fee contract is a cost reimbursement contract that provides for a fee consisting of (1) a base amount ... and (2) an award amount that the contractor may earn in whole or in part during performance and that is sufficient to provide motivation for excellence in such areas as ... "

The offeror should complete the blanks in Section B.2 in accordance with the instructions in the solicitation and all funding profiles and restrictions set forth in the solicitation, including Section B.3.

170: The way I read the specs this project is set aside for small business, would all of the subcontracts have to be a small business?

Answer: The solicitation does not require that ALL subcontracts be with small business concerns. **HOWEVER**, offerors should thoroughly familiarize themselves with the small business regulations, 13 CFR 121, which can be found at www.sba.gov regarding affiliation and/or 13 CFR 125 regarding limitations on subcontracting when/before proposing and/or entering into any subcontracts. Offerors should also contact the Small Business Administration for assistance, if necessary. See also Section L.1 of the solicitation regarding impact of Teaming Arrangements on Small Business Status including paragraphs © and (d) regarding subcontractors. See also Section L.25 and Section L.15(n) regarding Limitations on Subcontracting.

171: Page B-7, Section B.5 (b) 2 (ii), .. pursuant to paragraph (b) (2) (i) of this clause... The cited paragraph does not appear to be appropriate to the clause, please verify?

Answer: The solicitation will be amended to include the newly issued clause.

172: L.14, Volume II – Technical/Business Management Proposal Preparation Instructions, b. (2) Experience, The solicitation states that, “The offeror shall provide information for up to five contracts completed within the last three years”. In the case of joint-venture, LLC, or teaming arrangement involving major subcontractors, does this mean that each company of the team may submit up to five contract profiles to demonstrate it’s contribution of relevant experience as it relates to that company’s role on the team? (This approach is consistent with L.12, which states that full, and complete information shall be provided on each of the participating firms.)

Answer: Yes.

173: H.21, Award Fee Plan, It is usually the government’s practice to negotiate an award fee plan in good faith with the contractor prior to the beginning of each award fee period, and subsequently the government retains the unilateral right to make award fee determinations. However, the current solicitation language implies that the contractor will have no input into the award fee plan. Will the

government consider an approach/language similar to the following [not specified] which has historically been used by DOE.

Answer: The award fee determination and the methodology for determining are required by the Federal Acquisition Regulations (FAR 16.405-2) to be unilateral decisions made solely at the discretion of the Government.

174: Regarding custodial services: When will the applicable collective bargaining agreement become effective?

Answer: The question is not clear since the collective bargaining agreement is effective now between the signatories to the agreement. It is assumed that the question pertains to the offeror that receives the award. The new contractor is required to comply with the terms and conditions of the contract, including Clause H.20, and all applicable labor laws.

175: Page H-9, Section H.6: The text indicates that the contractor must identify 3 to 5 key personnel, but does not specify what the roles (i.e. job titles) of the key personnel are to be. Is that an oversight? Will it be a problem for the SEB if each Offeror identifies a different set of job titles for the key personnel?

Answer: The offeror should identify its key personnel and titles based on what it determines are the appropriate key roles to perform the work under the solicitation's statements of work.

176: Section L(15)(d)(1) and L(15)(d)(2) define the cost elements to be provided to allow for evaluation of reasonableness, cost realism, and completeness. We have two questions concerning the list of cost elements provided in these sections.

1. Certain of the activities relate more to indirect activities and functions than direct cost activities and functions and would benefit other activities provided in the list. The instructions are unclear as to whether these type activities (i.e., Human Resources Management, ES&H Program activities, Procurement, Shipping and Receiving, etc.) should be reported as direct cost activities in alignment with the WBS structure or as indirect activities, with the associated indirect cost being allocated to the remaining direct cost activities on reasonable bases.

2. Does DOE have a preference for the presentation of costs associated with primarily indirect activities as either direct or indirect costing? Would the answer change or be different for a single purpose entity performing only the services set forth in the scope of work in the RFP, versus an entity that

performs services or supplies goods for others that is outside of the specific scope of work that is set forth in the RFP?

3. The list of activities in these two sections does not align directly to the WBS provided in Amendment 2. For example, these sections list such activities as Procurement and Shipping and Receiving under Item 13, Other Activities. The WBS, Section M, Other Activities provides a significantly different list of activities. Should we provide cost information according to the cost elements in Section L(15)(d), or according to the WBS elements, as instructed in Section L(15)(c)?

Answer: 1. The offeror's proposal should be aligned with the WBS structure in the solicitation as amended.

2. The offeror's proposal should be aligned with the WBS structure provided in the solicitation as amended. The answer would be the same for either situation described.

3. L.15(c) is correct. The solicitation will be amended to delete L.15(d) as no longer being necessary.

177: Section L instructions indicate that Offerors may use Courier, Geneva, Arial, or Universal font types. There are several variations of each of these font types available for standard Word documents. May we use any version of these font types, as long as it meets the 12-point minimum font requirement?

Answer: Offerors shall use Arial standard 12-point. The solicitation will be amended to incorporate this revision.

178: The SOW at C.1.V.L and C.2.V.L states: "In coordination with DOE, the Contractor shall be responsible for necessary interactions with regulatory agencies regarding permit and environmental compliance related issues." The SOW goes on to say: "The Contractor shall be responsible for managing all wastes it generates, to include initial characterization, up to the point of acceptance by the site remediation contractor." Does the first cited requirement, "in coordination with DOE. . ." include more than the waste generated by the Contractor?

Answer: No.

179: Can you provide clarification on the split of responsibilities between the Infrastructure Contract and the Remediation Contract with respect to sampling and monitoring? For example, are all groundwater monitoring activities to be performed under the Infrastructure Contract, or are some a function of Remediation, at least until remediation is complete? The same question is asked for air monitoring activities (stacks still requiring D&D and contaminated

gloveboxes verses any monitoring of the clean facilities, such as the boiler fuel tanks).

Answer: Please refer to the infrastructure solicitation statements of work. Neither groundwater nor air monitoring activities is included except to the extent they may be required as a result of the stated infrastructure contract activities.

180: In the statement of work under "Other Activities, Item 4" (M 4), the contractor is tasked with providing certified analytical services to analyze samples it takes including dosimetry and bioassay. Does this imply running a sample management organization as well? Do we need to include samplers, air and water surveillance personnel (i.e., NPDES outfall sampling) or is this going to be covered by the site remediation contractor?

Answer: The infrastructure contractor will perform sampling only in support of its own work as stated in the infrastructure statements of work.

181: What is the organization structure of the current infrastructure work--include both direct and indirect employees?

Answer: An offeror should propose its own organizational structure for the work stated in the solicitation's statements of work.

182: Does everyone who enters the plant for regular work have to go through the security check for each plant entry?

Answer: Site employees who have a clearance will be issued a badge and will need to show the badge for admittance. A site employee who does not have a clearance would have to be escorted in order to work on the site and would have to go through an admittance process for each plant entry.

183: Will DOE under Government Furnished Services and Items (J Attachment F) provide laundry services through USEC or other means? If no, does DOE expect the Infrastructure contractor at each site to build/maintain its own laundry facilities for contaminated and non-contaminated clothing? If contractor must provide its own, please provide information regarding outfalls and existing treatment systems or facilities.

Answer: The infrastructure contractor is responsible for providing laundry services needed to support its work performance. The solicitation will be amended to clarify this requirement. The only onsite laundry facility

is leased to USEC. The infrastructure contractor is not expected to build/maintain its own laundry facilities.

184: The SOW at C.1.V.G and C.2.V.G, Fleet Management, specifically requires the infrastructure contractor to manage and administer all aspects of a sound vehicle and equipment fleet program. Does this requirement include preventive and corrective maintenance of the vehicles? If not, who performs the maintenance and repair of assigned vehicles and equipment?

Answer: The requirements for the fleet management program are set forth in the regulations cited in the applicable section of the infrastructure statements of work.

185: Page L-17, Section (b)(1), Standard Form 33, states that "Offerors are instructed to fully complete Section B paragraphs pertaining to price." Could the SEB clarify this statement?

Answer: Section B refers to the second section of the solicitation which immediately follows the Standard Form 33. The offeror is responsible for completing the information required in all of the blanks with the exception of B.2(g) in Section B.

186: (Corrected version of #148) In your previous answer to Question #50, you state that the small business concern shall perform at least 50% of the cost of the contract incurred for personnel with its own employees. If the proposed Prime Contractor was a small business concern and only proposed, for example, to have 20% of the cost of the contract incurred for personnel with its own employees, but that more than 50% of the cost of the contract incurred for personnel involved the Prime Contract and other small business subcontractors, would such qualify as being fully responsive to the small business requirement of the Solicitation (assuming "bundling" of the small businesses involved did not exceed the maximum limitations for qualifying as a small business)?

Answer: It is unclear what is meant by "bundling" in this context. The offeror (prime contractor) must be a small business concern in order to receive the award. Additionally, the offeror (prime contractor) shall comply with the Limitations of Subcontracting Clause, FAR 52.219-14, by performing at least 50 percent of the costs of the contract incurred for personnel with its own employees. See L.15(n)(2).

187: J – Attachment C 2 Paducah Facilities contains tables listing the facilities and overall facility responsibility and who is responsible for completing surveillance and maintenance (S&M), Janitorial, and Pest Control related work by the designations INF (Infrastructure) and REM (Remedial). Would DOE confirm and provide verification the facilities listed as INF being responsible for S&M is correct? It appears the infrastructure contractor should be responsible for S&M for all facilities, except for USEC, based on the general description of work contained original Solicitation Notice issued by DOE on October 27, 2003. It also appears the Infrastructure contractor should be responsible for S&M in the same facilities that they are responsible for performing Janitorial services.

Answer: The facilities listed and work assigned to the infrastructure and remediation contractors is correct. The remediation solicitation has not been issued and cannot be discussed at this time. The scope of work is as stated.

188: Amendment 2, Question #3: (A) The first line deletes and replaces paragraphs 1-4 in section C.2.V.C. (Janitorial). Is this supposed to be section C.2.V.J (Site Security)? (B) Page 4 of 9, second paragraph: Is the reference to "...DOE classification activities at the Portsmouth Site" a typo and should actually read Paducah?

Answer: (A) Yes, it should delete C.2.V.J. (Site Security) and replace it. The solicitation will be amended. (B) It should be Paducah. The solicitation will be amended.